

APR 25 2003

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

CATHY A. CATTERSON
U.S. COURT OF APPEALS

In re:
SHAMROCK EQUIPMENT CO., INC.,

Debtor.

NORCO PRODUCTS,

Appellant,

v.

PREM N. DHAWAN; Trustee,

Appellee.

No. 02-15390

D.C. No. CV-01-00834-FCD

MEMORANDUM*

Appeal from the United States District Court
for the Eastern District of California
Frank C. Damrell, District Judge, Presiding

Submitted April 8, 2003**
San Francisco, California

Before: FERGUSON, McKEOWN, and RAWLINSON, Circuit Judges.

* This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by Ninth Circuit Rule 36-3.

** This panel unanimously finds this case suitable for decision without oral argument.
See Fed. R. App. P. 34(a)(2).

The bankruptcy court properly ruled that of the seven payments debtor Shamrock Equipment Co., Inc. (“Shamrock”) made to Appellant Norco Products, Inc. (“Norco”) during the preference period, the first four were made in the ordinary course of business, but the last three were not. The payments in question were not ordinary to Norco’s and Shamrock’s relationship. Neither did they fall within the prevailing business standards established in the record. *See Sulmeyer v. Suzuki (In re Grand Chevrolet, Inc.)*, 25 F.3d 728, 732-33 (9th Cir. 1994); *see also In re Weilert RV, Inc.*, 315 F.3d 1192, 1197 (9th Cir. 2003).

AFFIRMED.